

**BEFORE THE WEST VIRGINIA REAL ESTATE
APPRAISER LICENSING AND CERTIFICATION BOARD**

IN THE MATTER OF:

**MARK GREENLEE,
Certified Residential Appraiser No. CR0522**

**ORDER OF THE WEST VIRGINIA APPRAISER
LICENSING AND CERTIFICATION BOARD REVOKING
CERTIFIED RESIDENTIAL APPRAISER LICENSE NO. CR0522**

NOW COMES the West Virginia Real Estate Appraiser Licensing and Certification Board, and pursuant to the authority vested in this office by W. Va. Code §§ 30-38-14(c) and 30-1-8(e)(1), hereby **REVOKES**, effectively immediately, the real estate appraiser license of Mark Greenlee, Certified Residential Appraiser License No. CR0522. In support of the instant **ORDER**, the Board has determined that extraordinary circumstances exist wherein the continued licensure of Greenlee will adversely affect the public welfare and integrity of the profession for the following reasons:

1. The Board is a state entity created by W. Va. Code § 30-38-1, *et seq.*, and is empowered to regulate, among other things, the conduct of licensed residential appraisers.
2. Greenlee is a certified residential real estate appraiser licensed by the Board, holding license number CR0522.
3. On November 3, 2006, the Board received a complaint, Complaint No. 06-021, concerning property appraised by Greenlee located at 64 Stonegate, Hurricane, West Virginia, 25526, signed on August 3, 2006.

4. 64 Stonegate, Hurricane, West Virginia, 25526, is located in the Stonegate Subdivision.
5. In the appraisal, Greenlee listed Excellence Mortgage Corporation (hereinafter "Excellence Mortgage") as the lender/client, located at 688 East Union Square, Sandy, Utah, 84070.
6. Wendy Hurd, on behalf of Excellence Mortgage, submitted correspondence in support of Greenlee, stating, among other things, "[w]e as a company stand behind Mr. Mark Greenlee and his work."
7. At the time of the appraisal, the property was listed for sale at \$570,000.
8. In the appraisal report, Greenlee stated that there was a purchase agreement between a buyer and a seller for \$700,000, which constitutes \$130,000 above the listing price.
9. Greenlee appraised the value of the property at exactly the amount of the purchase contract, \$700,000, as of August 3, 2006.
10. The purchase contract fell through, and in November, 2006, the listing price for the purchase of the property was reduced to \$499,000.
11. In the appraisal, it appears that Greenlee provided inconsistent, inadequate, and erroneous information and data relating to the subject property and the comparable properties.
12. Greenlee did not explain why comparable property number 2 sold for \$375,000.00 in July 2006, then sold immediately thereafter for \$660,000.00.
13. Given the suspicious nature of the proposed contract sales price of \$700,000.00, Greenlee did not address the legitimacy of the contract, seller or prospective buyer.
14. In arriving at a value of \$700,000.00, it appears that Greenlee inflated the market value of the Property.

15. The property ultimately sold for substantially less than the \$700,000 that Greenlee appraised the property at.
16. On May 2, 2007, the Board issued a subpoena duces tecum to Greenlee.
17. Among other things, the subpoena duces tecum required Greenlee to provide to the Board copies of all appraisals performed by Greenlee in the Stonegate Subdivision between the dates of January 1, 2002, and May 2, 2007.
18. Greenlee received the subpoena duces tecum on May 4, 2007.
19. On May 2, 2007, the Board issued a subpoena duces tecum to Excellence Mortgage.
20. Among other things, the subpoena duces tecum required Excellence Mortgage to provide copies of all appraisals performed by Greenlee in the Stonegate Subdivision between the dates of January 1, 2002, and May 2, 2007; copies of all documents and communications received from or sent to Greenlee between the dates of January 1, 2002, and May 2, 2007; and copies of all appraisals in possession of Excellence Mortgage relating to the Stonegate Subdivision between the dates of January 1, 2002, and May 2, 2007.
21. On May 21, 2007, Greenlee responded to the subpoena duces tecum, and submitted copies of three additional appraisals Greenlee performed in the Stonegate Subdivision.
22. Specifically, Greenlee provided copies of the appraisals for the following properties:
 - a. Lot 12, Stonegate Subdivision, Hurricane, West Virginia, 25526, signed on September 30, 2006;
 - b. 42 Spruce Ridge, Hurricane, West Virginia, 25526, signed on October 28, 2006; and
 - c. 66 Stoneridge, Hurricane, West Virginia, 25526, signed on November 8, 2006.
23. In Greenlee's response, Greenlee indicated that the above-referenced appraisals were the only appraisals of properties appraised by Greenlee in Stonegate Subdivision.

24. Greenlee appraised the property located at 42 Spruce Ridge, Hurricane, West Virginia, at the exact same value as the purchase agreement pending at the time - \$750,000.

25. Greenlee appraised the property located at 66 Stoneridge, Hurricane, West Virginia, at the exact same value as the purchase agreement pending at the time - \$650,000.

26. By correspondence received May 23, 2007, Wendy Hurd, on behalf of Excellence Mortgage, responded to the Board's subpoena duces tecum.

27. Specifically, among other things, Hurd responded "Excellence Mortgage as a company has never worked with Mark Greenlee with Stonegate Subdivision."

28. In response to the subpoena duces tecum, the only documents produced by Excellence Mortgage and/or Wendy Hurd was an appraisal performed by Greenlee on property located at 42 Spruce Ridge, Stonegate Subdivision, Hurricane, West Virginia, 25526, signed October 28, 2006.

29. The Board recently received information that Greenlee had performed at least 28 additional appraisals in Stonegate Subdivision in 2006 and early 2007.

30. Specifically, the Board received from Ambit Funding Advisor I, LLC, copies of appraisals performed by Mark Greenlee on the following properties located in Stonegate Subdivision:

- a. 11 Woodvale Drive, Hurricane, West Virginia, 25526, signed on July 20, 2006;
- b. Lot 3, Stonegate Subdivision, Hurricane, West Virginia, 25526, signed on September 28, 2006, for client Excellence Mortgage through Wendy Hurd (including a \$200 invoice from Greenlee to Excellence Mortgage for real estate appraisal services performed, dated September 30, 2006);
- c. Lot 3, Section 13, Stonegate Subdivision, Hurricane, West Virginia, 25526, signed on September 28, 2006, for client Excellence Mortgage through Wendy Hurd

- (including a \$200 invoice from Greenlee to Excellence Mortgage for real estate appraisal services performed, dated September 30, 2006);
- d. Lot 4, Stonegate Subdivision, Hurricane, West Virginia, 25526, signed on September 28, 2006 (including a \$200 invoice from Greenlee to Excellence Mortgage for real estate appraisal services performed, dated September 28, 2006);
 - e. Lot 5, Stonegate Subdivision, Hurricane, West Virginia, 25526, signed on September 28, 2006, for client Excellence Mortgage through Wendy Hurd (including a \$200 invoice from Greenlee to Excellence Mortgage for real estate appraisal services performed, dated September 28, 2006);
 - f. Lot 20, Stonegate Subdivision, Hurricane, West Virginia, 25526, signed on September 28, 2006, for client Excellence Mortgage through Wendy Hurd (including a \$200 invoice from Greenlee to Excellence Mortgage for real estate appraisal services performed, dated September 28, 2006) ;
 - g. Lot 33, Stonegate Subdivision, Hurricane, West Virginia, 25526, signed on September 28, 2006, for client Excellence Mortgage through Wendy Hurd (including a \$200 invoice from Greenlee to Excellence Mortgage for real estate appraisal services performed, dated September 28, 2006);
 - h. Lot 38, Stonegate Subdivision, Hurricane, West Virginia, 25526, signed on September 28, 2006, for client Excellence Mortgage through Wendy Hurd (including a \$200 invoice from Greenlee to Excellence Mortgage for real estate appraisal services performed, dated September 28, 2006) ;
 - i. Lot 59, Stonegate Subdivision, Hurricane, West Virginia, 25526, signed on September 28, 2006, for client Excellence Mortgage through Wendy Hurd

(including a \$200 invoice from Greenlee to Excellence Mortgage for real estate appraisal services performed) ;

- j. Lot 65, Stonegate Subdivision, Hurricane, West Virginia, 25526, signed on September 28, 2006, for client Excellence Mortgage through Wendy Hurd (including a \$200 invoice from Greenlee to Excellence Mortgage for real estate appraisal services performed, dated September 28, 2006);
- k. Lot 70, Stonegate Subdivision, Hurricane, West Virginia, 25526, signed on September 28, 2006, for client Excellence Mortgage through Wendy Hurd (including a \$200 invoice from Greenlee to Excellence Mortgage for real estate appraisal services performed, dated September 28, 2006);
- l. Lot 77, Stonegate Subdivision, Hurricane, West Virginia, 25526, signed on September 28, 2006, for client Excellence Mortgage through Wendy Hurd (including a \$200 invoice from Greenlee to Excellence Mortgage for real estate appraisal services performed, dated September 28, 2006);
- m. Lot 5, Section 13, Stonegate Subdivision, Hurricane, West Virginia, 25526, signed on September 30, 2006, for client Excellence Mortgage through Wendy Hurd (including a \$200 invoice from Greenlee to Excellence Mortgage for real estate appraisal services performed, dated September 30, 2006) ;
- n. Lot 9, Section 13, Stonegate Subdivision, Hurricane, West Virginia, 25526, signed on September 30, 2006, for client Excellence Mortgage through Wendy Hurd (including a \$200 invoice from Greenlee to Excellence Mortgage for real estate appraisal services performed, dated September 30, 2006) ;
- o. Lot 10, Section 1, Stonegate Subdivision, Hurricane, West Virginia, 25526, signed on September 30, 2006, for client Excellence Mortgage through Wendy Hurd

- (including a \$200 invoice from Greenlee to Excellence Mortgage for real estate appraisal services performed, dated September 30, 2006);
- p. Lot 12, Section 13, Stonegate Subdivision, Hurricane, West Virginia, 25526, signed on September 30, 2006, for client Excellence Mortgage through Wendy Hurd (including a \$200 invoice from Greenlee to Excellence Mortgage for real estate appraisal services performed, dated September 30, 2006);
 - q. Lot 18, Section 13, Stonegate Subdivision, Hurricane, West Virginia, 25526, signed on September 30, 2006, for client Excellence Mortgage through Wendy Hurd (including a \$200 invoice from Greenlee to Excellence Mortgage for real estate appraisal services performed, dated September 30, 2006);
 - r. Lot 24, Stonegate Subdivision, Hurricane, West Virginia, 25526, signed on September 30, 2006, for client Excellence Mortgage through Wendy Hurd (including a \$200 invoice from Greenlee to Excellence Mortgage for real estate appraisal services performed, dated September 30, 2006) ;
 - s. Lot 30, Stonegate Subdivision, Hurricane, West Virginia, 25526, signed on September 30, 2006, for client Excellence Mortgage through Wendy Hurd (including a \$200 invoice from Greenlee to Excellence Mortgage for real estate appraisal services performed, dated September 30, 2006);
 - t. Lot 35, Stonegate Subdivision, Hurricane, West Virginia, 25526, signed on September 30, 2006, for client Excellence Mortgage through Wendy Hurd (including a \$200 invoice from Greenlee to Excellence Mortgage for real estate appraisal services performed, dated September 30, 2006);
 - u. Lot 67, Stonegate Subdivision, Hurricane, West Virginia, 25526, signed on September 30, 2006, for client Excellence Mortgage through Wendy Hurd

(including a \$200 invoice from Greenlee to Excellence Mortgage for real estate appraisal services performed, dated September 30, 2006);

- v. Lot 68, Stonegate Subdivision, Hurricane, West Virginia, 25526, signed on September 30, 2006, for client Excellence Mortgage through Wendy Hurd (including a \$200 invoice from Greenlee to Excellence Mortgage for real estate appraisal services performed, dated September 30, 2006);
- w. Lot 72, Stonegate Subdivision, Hurricane, West Virginia, 25526, signed on September 30, 2006, for client Excellence Mortgage through Wendy Hurd (including a \$200 invoice from Greenlee to Excellence Mortgage for real estate appraisal services performed, dated September 30, 2006);
- x. Lot 74, Stonegate Subdivision, Hurricane, West Virginia, 25526, signed on October 12, 2006, for client Excellence Mortgage through Wendy Hurd (including a \$200 invoice from Greenlee to Excellence Mortgage for real estate appraisal services performed, dated October 12, 2006);
- y. Lot 1, Section 1, Hurricane, West Virginia, 25526, signed on February 27, 2007;
- z. Lot 5, Stonegate Subdivision, Hurricane, West Virginia, 25526, signed on February 27, 2007;
- aa. Lot 9, Section 13, Stonegate Subdivision, Hurricane, West Virginia, 25526, signed on February 28, 2007;
- bb. Lot 77, Stonegate Subdivision, Hurricane, West Virginia, 25526, signed on February 28, 2007;
- 31. Greenlee failed to disclose and acknowledge to the Board that he had performed at

least 28 additional appraisals within the Stonegate Subdivision.

32. In response to the Board's subpoena duces tecum, dated May 2, 2007, Greenlee failed to provide copies of the 28 undisclosed appraisals to the Board.

33. Greenlee failed to comply with the Board's lawfully issued subpoena duces tecum, dated May 2, 2007.

34. Excellence Mortgage and/or Wendy Hurd failed to disclose to the Board documents relating to at least 23 appraisals performed by Greenlee in the Stonegate Subdivision.

35. Excellence Mortgage failed to comply with the Board's lawfully issued subpoena duces tecum.

36. It appears that Greenlee, Excellence Mortgage, and Wendy Hurd have engaged in acts designed to deceive the Board in regard to the number of appraisals Greenlee performed in the Stonegate Subdivision.

37. It appears that Stonegate Subdivision may have been exposed to a scheme designed to increase and/or over-inflate the values of Stonegate Subdivision properties.

38. It appears that Greenlee participated in the scheme by performing appraisals wherein the value of the subject property was predetermined and/or over-inflated.

39. For example, in the above-referenced appraisals, and in order to arrive at a specific, predetermined value, Greenlee fabricated adjustments for the age of comparable properties utilized.

40. Specifically, where the actual age of the 28 subject properties referenced in Paragraph 30 above is zero years, Greenlee utilized three comparable properties per appraised property, wherein such comparable properties were chosen from a total of four properties.

41. Specifically, Greenlee utilized three of the following four comparable properties in the appraisals he performed of the properties referenced in Paragraph 30 above:

- a. 6003 Pinnacle Drive, where such property had an actual age of one year;

- b. 52 Amber Drive, where such property had an actual age of two years;
- c. 400 Hickory Drive, where such property had an actual age of five years; and
- d. 112 Squires Gate, where such property had an actual age of two years.

42. In order to manipulate the value of the appraisals of the properties referenced in Paragraph 30 above, it appears that Greenlee performed adjustments on the comparable properties' age, where such adjustments were not consistent with other appraisals, where such adjustments between appraisals utilizing the same comparable properties should have been exactly the same.

43. It appears that the adjustments performed by Greenlee in regard to the age of the comparable properties utilized served to increase the value of the subject properties appraised or arrive at a predetermined value.

44. Specifically, in regard to the properties referenced in Paragraph 30 above, Greenlee performed the following adjustments for the age of the comparable properties utilized:

Subject Property (Actual Age: 0)	Comp: 6003 Pinnacle Drive (Actual Age: 1 year)	Comp:52 Amber Drive (Actual Age: 2 years)	Comp: 400 Hickory Drive (Actual Age:5 years)	Comp: 112 Squires Gate (Actual Age: 2 years)
Lot 1, Section 1	\$10,000	15,000	30,000	
Lot 3	20,000		35,000	45,000
Lot 3, Section 13	20,000		60,000	45,000
Lot 4 (Client: Five Star Financial)	10,000	15,000	30,000	
Lot 4 (Client: Excellence Mortgage)	10,000	15,000	30,000	

Lot 5 (Client: Excellence Mortgage)	20,000		60,000	45,000
Lot 5 (Client: Five Star Financial)	20,000		60,000	45,000
Lot 5, Section 13	20,000		60,000	45,000
Lot 9, Section 13	32,000		60,000	50,000
Lot 10, Section 1	20,000		60,000	45,000
Lot 12, Section 13	32,000		60,000	50,000
Lot 18, Section 13	20,000		50,000	40,000
Lot 20	10,000		35,000	45,000
Lot 24	10,000		30,000	35,000
Lot 30	10,000		30,000	25,000
Lot 33	20,000		30,000	40,000
Lot 35	20,000		60,000	45,000
Lot 38	10,000	15,000	30,000	
Lot 59	10,000	15,000	30,000	
Lot 65	10,000	15,000	30,000	
Lot 67	20,000		50,000	40,000
Lot 68	10,000	15,000	30,000	
Lot 70	10,000	15,000	30,000	
Lot 72	10,000	15,000	20,000	
Lot 74	0	15,000	30,000	
Lot 77 (Client: Five Star Financial)	10,000	15,000	30,000	
Lot 77 (Client: Excellence Mortgage)	10,000	15,000	30,000	

45. Within the appraisals of the properties referenced in Paragraph 30 above, Greenlee performed other adjustments within such appraisals that were not consistent across the board with other appraisals in the Stonegate subdivision performed by Greenlee.

46. Such inconsistent adjustments relate to, but are not limited to, adjustments performed in relation to basements, bathrooms, porches, decks, pools, and acreage.

47. On all of the appraisals of the properties referenced in Paragraph 30 above, Greenlee designated the quality of construction of all subject properties as "average."

48. On all of the appraisals of the properties referenced in Paragraph 30 above, Greenlee designated the quality of construction of all of the comparable properties as "average," except in the appraisal of Lot 12, Section 13.

49. In the appraisal of Lot 12, Section 13, Greenlee designated the quality of construction for comparable property no. 1 (6003 Pinnacle Drive) and comparable property no. 3 (400 Hickory Drive) as "average++," and performed a positive \$100,000 adjustment on both comparable properties.

50. As a result of the positive \$100,000 adjustment, Greenlee's appraised value of the subject property was increased.

51. Within the appraisals of the properties referenced in Paragraph 30 above, in relation to properties similarly situated within Stonegate Subdivision and the appraisals performed by Greenlee therein, Greenlee utilized values within the cost approach that were inconsistent across the board, where such values should have indicated relatively consistent values between appraised properties.

52. On or around September 27, 2006, Greenlee performed an appraisal of Stonegate Subdivision Lot 4.

53. Greenlee assigned the exact same appraisal to two different clients - Excellence Mortgage Corp. and Five Star Financial Corp.

54. Greenlee billed both Excellence Mortgage Corp. and Five Star Financial Corp. for the same appraisal.

55. Greenlee performed an appraisal of Stonegate Subdivision Lot 5.

56. Greenlee assigned the exact same appraisal to two different clients - Excellence Mortgage Corp. and Five Star Financial Corp.

57. Greenlee billed both Excellence Mortgage Corp. and Five Star Financial Corp. for the same appraisal.

58. Greenlee performed an appraisal of Stonegate Subdivision Lot 77.

59. Greenlee assigned the exact same appraisal to two different clients - Excellence Mortgage Corp. and Five Star Financial Corp.

60. Greenlee billed both Excellence Mortgage Corp. and Five Star Financial Corp. for the same appraisal.

61. Pursuant to Article 38 of Chapter 30 of the West Virginia Code, the Board is the State entity vested with the power to regulate real estate appraisers in the State of West Virginia.

62. Pursuant to W. Va. Code §§ 30-38-12(a)(7), the Board may revoke, suspend, refuse to renew, or otherwise discipline the license of an appraiser, or deny an application, for any violation of any section of this article, or rule of the Board.

63. West Virginia Code § 30-38-17 provides, in pertinent part, that “[e]ach real estate appraiser licensed or certified under this act shall comply with generally accepted standards of professional appraisal practice and generally accepted ethical rules to be observed by a real estate appraiser. Generally accepted standards of professional appraisal practice are currently evidenced

by the uniform standards of professional appraisal practice promulgated by the appraisal foundation.”

64. Pursuant to the Uniform Standards of Professional Appraisal Practice, Ethics Rule (Conduct), in pertinent part, “[a]n appraiser must perform assignments ethically and competently, in accordance with USPAP and any supplemental standards agreed to by the appraiser in accepting the assignment. An appraiser must not engage in criminal conduct. An appraiser must perform assignments with impartiality, objectivity, and independence, and without accommodation of personal interests. In appraisal practice, an appraiser must not perform as an advocate for any party or issue. An appraiser must not accept an assignment that includes the reporting of predetermined opinions and conclusions. An appraiser must not communicate assignment results in a misleading or fraudulent manner. An appraiser must not use or communicate a misleading or fraudulent report or knowingly permit an employee or other person to communicate a misleading or fraudulent report.”

65. Pursuant to the Uniform Standards of Professional Appraisal Practice, Ethics Rule (Management), in pertinent part, “[i]t is unethical for an appraiser to accept an assignment, or to have a compensation arrangement for an assignment, that is contingent on any of the following: (1) the reporting of a predetermined result (e.g., opinion of value); (2) a direction in assignment results that favors the cause of the client; (3) the amount of a value opinion; (4) the attainment of a stipulated result; or (5) the occurrence of a subsequent event directly related to the appraiser’s opinions and specific to the assignment’s purpose.”

66. Pursuant to the Uniform Standards of Professional Appraisal Practice, Ethics Rule (Confidentiality), in pertinent part, “[a]n appraiser must not disclose confidential information or assignment results prepared for a client to anyone other than the client and persons specifically authorized by the client.”

67. Pursuant to the Uniform Standards of Professional Appraisal Practice, Ethics Rule (Record Keeping), in pertinent part, “[a]n appraiser must prepare a workfile for each appraisal, appraisal review, or appraisal consulting assignment. The workfile must include: the name of the client and the identity, by name or type, of any other intended users; true copies of any written reports, documented on any type of media; summaries of any oral reports or testimony, or a transcript of testimony, including the appraiser’s signed and dated certification; and all other data, information, and documentation necessary to support the appraiser’s opinions and conclusions and to show compliance with this Rule and all other applicable Standards, or references to the location(s) of such other documentation. An appraiser must retain the workfile for a period of at least five (5) years after preparation or at least two (2) years after final disposition of any judicial proceeding in which the appraiser provided testimony related to the assignment, whichever period expires last. An appraiser must have custody of his or her workfile, or make appropriate workfile retention, access, and retrieval arrangements with the party having custody of the workfile.”

68. Pursuant to the Uniform Standards of Professional Appraisal Practice, Competency Rule, “[p]rior to accepting an assignment or entering into an agreement to perform any assignment, an appraiser must properly identify the problem to be addressed and have the knowledge and experience to complete the assignment competently; or alternatively, must: (1) disclose the lack of knowledge and/or experience to the client before accepting the assignment; (2) take all steps necessary or appropriate to complete the assignment competently; and (3) describe the lack of knowledge and/or experience and the steps taken to complete the assignment competently in the report.”

69. Pursuant to the Uniform Standards of Professional Appraisal Practice, Scope of Work Rule, in pertinent part, “[a]n appraiser must not allow the intended use of an assignment or a client’s objectives to cause the assignment results to be biased.”

70. Pursuant to the Uniform Standards of Professional Appraisal Practice, Standards Rule 1-1(a), “[i]n developing a real property appraisal, an appraiser must . . . be aware of, understand, and correctly employ those recognized methods and techniques that are necessary to produce a credible appraisal.”

71. Pursuant to the Uniform Standards of Professional Appraisal Practice, Standards Rule 1-1(b), “[i]n developing a real property appraisal, an appraiser must . . . not commit a substantial error of omission or commission that significantly affects an appraisal.”

72. Pursuant to the Uniform Standards of Professional Appraisal Practice, Standards Rule 1-1(c), from which deviation is not permitted, “[i]n developing a real property appraisal, an appraiser must . . . not render appraisal services in a careless or negligent manner, such as by making a series of errors that, although individually might not significantly affect the results of an appraisal, in the aggregate affect the credibility of those results.”

73. Pursuant to the Uniform Standards of Professional Appraisal Practice, Rule 2, “[i]n reporting the results of a real property appraisal, an appraiser must communicate each analysis, opinion, and conclusion in a manner that is not misleading.”

74. It appears that Greenlee is in violation of, but not necessarily limited to, the above-referenced provisions of law.

75. On September 17, 2009, the Board conducted a board meeting to determine, among other things, whether to immediately revoke the license of Greenlee pending a hearing.

76. Upon all due consideration of the circumstances surrounding this matter, the Board unanimously voted to immediately revoke Greenlee’s license, pending a hearing, on the basis that

continued practice of appraising by Greenlee would constitute a danger to the public, and/or would adversely affect the public welfare.

Accordingly, pursuant to W. Va. Code §§ 30-38-14(c) and 30-1-8(e)(1), Certified Residential Appraiser License No. CR0522, held by Mark Greenlee, is hereby immediately **REVOKED**. During such period of revocation, Greenlee shall not engage in the business of real estate appraising whatsoever, either directly or indirectly, in the State of West Virginia. The Board shall schedule and hold a hearing to determine the proper disposition of this matter. Such hearing shall be scheduled as soon as practicable in the future.

ENTERED into the records of the Board this:

24th day of September, 2009.

**WEST VIRGINIA REAL ESTATE APPRAISER
LICENSING AND CERTIFICATION BOARD**

By: Sharon L. Knotts
SHARRON L. KNOTTS
EXECUTIVE DIRECTOR

September 24, 2009
DATE